



City of Lodi
Lessee/Event Insurance Requirements

INSURANCE REQUIREMENTS FOR LESSEES (Including Facility Use, Special Events)

Lessee, Tenant, or Event Holder (herein Lessee) shall procure and maintain for the duration of the Lessee/Use Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee. Lessee and Lessee's insurer shall agree to waive right of recovery against the City of Lodi (CITY).

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Comprehensive or Commercial General Liability coverage, Insurance Services Office (no less than Occurrence form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for Lessees with employees).
3. Commercial (Business) Automobile Liability covering for "Any Auto".

B. Minimum Limits of Insurance: Lessee shall maintain limits not less than:

1. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including Contractual Liability and Fire Legal Liability (\$100,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.
2. Workers Compensation: Statutory Limits, including Employers Liability not less than \$1,000,000 per occurrence (BI/disease).
3. Commercial Auto Liability: \$1,000,000 per occurrence, combined single limit, for Bodily Injury Liability and Property Damage Liability.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, employees, representatives and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions: Each policy is to contain, or be endorsed to contain, the following provisions:

1. "The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers" are to be covered as additional insureds with respect to liability arising out of operation, maintenance or use of that part of the premises leased to the lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects "The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers". Minimum Limits of Insurance shall not serve to reduce the liability of the Lessee's insurer nor the lessee. Any insurance or self-insurance maintained by the CITY, its officers, employees, representatives or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. Policies shall waive right of recovery against the CITY.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be contributory by the CITY, nor may it be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
5. **For General Liability, Additional Insured form at least as broad as ISO form CG 20 11 11 85 (Modified) (sample attached) shall be used as the Additional Insured Endorsement.**
6. Certificates and Endorsements shall be sent to:
City of Lodi
ATTN: Risk Management
221 W. Pine St.
Lodi, CA 95240

E. Acceptability of Insurers: Insurance shall be placed with California Admitted insurers with a current A.M. Best's rating of no less than A: VII.

F. Verification of Coverage: Lessee shall furnish the CITY with original certificates and amendatory Additional Insured endorsements effecting coverage required by this Lease. The endorsements should be on forms provided by the CITY (sample attached) or if on other than the CITY's forms provided those endorsements or policies shall conform to ACCORD and ISO standards and requirements and the requirements of this agreement. All certificates and endorsements are to be received and approved by the CITY before occupancy occurs. The CITY reserves the right to be provided complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Subcontractors, Sublessees, Vendors, Exhibitors: Lessee shall include all subcontractors, sublessees, vendors, and exhibitors as Insureds under its policies or if Lessee elects to rely upon insurance provided by subcontractors, sublessees, vendors and exhibitors (herein "sublessees"), Lessee shall require all sublessees to provide certificates of insurance and Additional Insured endorsements that satisfy all requirements listed in paragraphs A, B, C and D above. Sublessees shall provide said insurance evidence to Lessee, however upon CITY's request Lessee shall furnish separate certificates and additional insured endorsements for each sublessee to the CITY for review and approval.

Deviation from Requirements: Any requested deviations from the above Insurance Requirements must be submitted to the CITY Risk Manager, (209) 333-6704, Fax (209) 333-6816, at least six weeks in advance of the event for consideration.

Reproduction of Insurance Services Office, Inc. Form (Modified)

INSURER:

POLICY NUMBER:

ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured): The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are Additional Insureds.
3. Additional Premium:

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alteration, new construction or demolition operations performed by or on behalf of the person or organization shown in the schedule.

Modifications to ISO form CG 20 11 11 85:

1. This insurance shall be primary as respects the City of Lodi (CITY) or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the CITY shall be in excess of this insurance and shall not be called upon to contribute with it.
2. The insurance afforded by this policy shall not be canceled, changed, or modified except after thirty (30) day advance written notice has been given to the CITY. (10 days advance written notice for non-payment of premium).
3. The Insurer named above waives any right of recovery the Insurer may have against the CITY when the Insured has agreed to such waiver in writing prior to the loss.

Signature – Authorized Representative of Insurer

Name of Insurance Company